



**The Comptroller General  
of the United States**

Washington, D.C. 20548

Szeremeta

## **Decision**

**Matter of:** Colbar, Inc.

**File:** B-225031

**Date:** December 5, 1986

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### **DIGEST**

Allegation that agency should not have conducted a competitive procurement for its interim requirements but rather should have extended protester's current contract pending the resolution of its protest will not be reviewed since agency's actions are consistent with statutory requirements to obtain full and open competition.

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### **DECISION**

Colbar, Inc. protests the Department of the Army's actions under invitation for bids (IFB) No. DABT23-86-B-0083 for custodial services at Fort Knox, Kentucky. Colbar, the incumbent contractor, initially alleged that certain portions of the IFB were ambiguous. The Army resolved these issues to Colbar's satisfaction by issuing amendment Nos. 0002 and 0003, and Colbar's sole remaining complaint concerns the Army's determination to compete its interim requirements rather than extend Colbar's current contract pending the resolution of this protest. Colbar was provided an opportunity to compete for the Army's interim requirements.

The purpose of our bid protest function is to insure that, consistent with statute, full and open competition is obtained. Kollmorgen Corp., B-221709.5, June 24, 1986, 86-1 CPD ¶ 580. This requirement applies to contract extensions and renewals. See Resource Consultants, Inc., B-221860, Mar. 27, 1986, 86-1 CPD ¶ 296; Work System Design, Inc., B-213451, Aug. 27, 1984, 84-2 CPD ¶ 226. Colbar's assertion that it should have received an extension of its present contract is, in effect, an allegation that it was entitled to a sole-source award and our Office generally does not review protests that a particular firm is entitled to a sole-source award. Kollmorgen Corp., *supra*. Moreover, we point out that Colbar's contract was awarded under section 8(a) of the Small Business Act, 15 U.S.C. § 637(a) (1982), and we have

held that an agency's determination not to extend a contract negotiated under the provisions of section 8(a) is within the agency's discretion and generally not subject to legal review. See Aetna Ambulance Serv., Inc., et al., B-190187, Mar. 31, 1978, 78-1 CPD ¶ 258.

Accordingly, the protest is dismissed.

  
Ronald Berger  
Deputy Associate  
General Counsel